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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**
10 **AT TACOMA**

11 **ANITA LARSON,**

12 Plaintiff,

13 v.

14 **TRANS UNION LLC**, a foreign limited
15 liability company, **EQUIFAX**
16 **INFORMATION SERVICES LLC**, a foreign
17 limited liability company, **AMERIQUEST**
MORTGAGE COMPANY, a foreign
corporation, and **LITTON LOAN**
SERVICING LP, a foreign limited partnership,

18 Defendants.

Case No.

COMPLAINT

(Fair Credit Reporting Act)

JURY TRIAL DEMANDED

19 **JURISDICTION**

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21 1. Jurisdiction of this Court arises under 28 U.S.C. § 1331, 28 U.S.C. § 1332, 15 U.S.C.
22 § 1681(p).

23 2. This action arises out of defendants **TRANS UNION LLC, EQUIFAX**
24 **INFORMATION SERVICES LLC, AMERIQUEST MORTGAGE COMPANY**, and **LITTON**
25 **LOAN SERVICING LP's** violations of the Fair Credit Reporting Act, 15

1 U.S.C. § 1681 et seq. ("FCRA").

2 3. Venue is proper in this District because the acts and transactions occurred here,
3 Plaintiffs reside here, and defendants transact business here.
4

5 PARTIES

6 4. Plaintiff Anita Larson is a natural person who reside in the City of Puyallup, State of
7 Washington, and is a consumer as that term is used in the FCRA.

8 5. Defendant **TRANS UNION LLC**, (hereinafter "Trans Union") is a foreign limited
9 liability company. Trans Union is a consumer reporting agency, as that term is used in the FCRA.

10 6. Defendant **EQUIFAX INFORMATION SERVICES LLC**, (hereinafter "Equifax") is a
11 foreign limited liability company. Equifax is a consumer reporting agency, as that term is used in
12 the FCRA.

13 7. Defendant **AMERIQUEST MORTGAGE COMPANY**, (hereinafter "Ameriquest") is a
14 foreign corporation. Ameriquest is a furnisher of credit information as that description is used in
15 the FCRA.

16 8. Defendant **LITTON LOAN SERVICING LP** (hereinafter "Litton") is a foreign limited
17 partnership. Litton is a furnisher of credit information as that description is used in the FCRA.

18 FACTUAL ALLEGATIONS

19 9. In or about 2006 and 2007 Ameriquest and Litton reported false and derogatory
20 information regarding plaintiff to one or more national credit reporting agencies, including but not
21 limited to false late payments and duplicate derogatory account status codes.

22 10. In 2007 and 2008 plaintiff wrote to Trans Union and Equifax to dispute the false
23 information on her credit reports. On information and belief, plaintiff alleges that Trans Union and
24 Equifax communicated plaintiff's dispute to Ameriquest and Litton. Ameriquest and Litton failed to
25 conduct a reasonable investigation of the disputed information, and failed to instruct Trans Union

1 and Equifax to report complete and accurate account information. Trans Union and Equifax failed
2 to correct the disputed accounts.

3 11. In 2007, Trans Union failed to communicate plaintiff's dispute to Ameriquest and
4 Litton. Trans Union failed to correct the disputed accounts.

5 TRIAL BY JURY

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7 12. Plaintiffs are entitled to and hereby respectfully demand a trial by jury.

8 CLAIMS FOR RELIEF

9 FIRST CLAIM FOR RELIEF

10 (TRANS UNION AND EQUIFAX)

11 13. Plaintiff realleges paragraphs 1- 12 as if fully set forth herein.

12 14. Defendants Trans Union and Equifax willfully failed to comply with the requirements
13 of the Fair Credit Reporting Act in the following ways:

14 a) failing to follow reasonable procedures to assure the maximum possible accuracy of the
15 information in plaintiff's credit reports, as required by 15 U.S.C. § 1681e(b); and

16 b) failing to follow the reinvestigation requirements of 15 U.S.C § 1681i.

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18 15. As a result of defendants Trans Union and Equifax's, violations of the FCRA, plaintiff
19 has suffered damages, including denial of credit, lost opportunity to receive credit, damage to
20 reputation, worry, fear, distress, frustration, embarrassment, and humiliation, all to her damages in
21 an amount to be determined by the jury in addition to statutory damages in an amount to be
22 determined by the Court.

23 16. Plaintiff is entitled to attorney fees, pursuant to 15 U.S.C. § 1681n(a).

24 17. Plaintiff is entitled to punitive damages in an amount to be determined by the jury.

SECOND CLAIM FOR RELIEF

(TRANS UNION AND EQUIFAX)

18. Plaintiff realleges paragraphs 1- 12 as if fully set forth herein.

19. Defendants Trans Union and Equifax negligently failed to comply with the requirements of the Fair Credit Reporting Act in the following ways:

a) failing to follow reasonable procedures to assure the maximum possible accuracy of the information in plaintiff's credit reports, as required by 15 U.S.C. § 1681e(b); and

b) failing to follow the reinvestigation requirements of 15 U.S.C § 1681i.

20. As a result of defendants Trans Union and Equifax's, violations of the FCRA, plaintiff has suffered damages, including denial of credit, lost opportunity to receive credit, damage to reputation, worry, fear, distress, frustration, embarrassment, and humiliation, all to her damages in an amount to be determined by the jury.

21. Plaintiff is entitled to attorney fees, pursuant to 15 U.S.C. § 1681o(a).

THIRD CLAIM FOR RELIEF

(AMERIQUEST AND LITTON)

22. Plaintiff realleges paragraphs 1- 12 as if fully set forth herein.

23. Ameriqurest and Litton willfully failed to comply with the requirements of 15 U.S.C. § 1681s-2(b).

24. As a result of Ameriqurest and Litton's violations of the FCRA, plaintiff has suffered damages, including denials of credit, lost opportunity to receive credit, damage to reputation, worry, distress, frustration, embarrassment, invasion of privacy, and humiliation, and other damages in an amount to be determined by the jury in addition to statutory damages in an amount to be determined by the Court.

1 25. Plaintiff is entitled to attorney fees, pursuant to 15 U.S.C. § 1681n(a).

2 26. Plaintiff is entitled to punitive damages in an amount to be determined by the
3 jury.
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5 FOURTH CLAIM FOR RELIEF

6 (AMERIQUEST AND LITTON)

7 27. Plaintiff realleges paragraphs 1- 12 as if fully set forth herein.

8 28. Ameriquet and Litton negligently failed to comply with the requirements of 15 U.S.C. §
9 1681s-2(b).

10 29. As a result of Ameriquet and Litton's violations of the FCRA, plaintiff has suffered
11 damages, including denials of credit, lost opportunity to receive credit, damage to reputation, worry,
12 distress, frustration, embarrassment, invasion of privacy, and humiliation, and other damages in an
13 amount to be determined by the jury.

14 30. Plaintiff is entitled to attorney fees, pursuant to 15 U.S.C. § 1681o(a)

15 PRAYER FOR RELIEF

16 WHEREFORE, plaintiffs prays that judgment be entered against defendants as follows:

17 1. On Plaintiffs' First Claim for Relief:

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19 a) Actual damages in an amount to be determined by the jury;
20 b) Statutory damages to be decided by the Court;
21 c) Punitive damages in an amount to be determined by the jury; and,
22 d) Attorney fees and costs.

23 2. On Plaintiffs' Second Claim for Relief:

- 24 a) Actual damages in an amount to be determined by the jury; and,
25

1 b) Attorney fees and costs.

2 3. On Plaintiffs' Third Claim for Relief:

3 a) Actual damages in an amount to be determined by the jury;

4 b) Statutory damages to be decided by the Court;

5 c) Punitive damages in an amount to be determined by the jury; and,

6 d) Attorney fees and costs.

7 4. On Plaintiffs' Fourth Claim for Relief:

8 a) Actual damages in an amount to be determined by the jury; and,

9 b) Attorney fees and costs.

10 5. Trial by jury is requested.

11 DATED this 4th day of September, 2008.

12 /s/ Justin M. Baxter

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